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6 UNITED STATES BANKRUPTCY COURT

7 FOR THE DISTRICT OF NEVADA

8 In re:) CASE NO.: BK-S-10-10004-BAM
9) Chapter 11
10 GERALDINE KIRK-HUGHES,)
11 Debtor.) Date of Hearing: December 14, 2010
12) Time of Hearing: 9:00 a.m.
13)

14 **AMENDED CHAPTER 11 PLAN FOR REORGANIZATION**
15 **DATED NOVEMBER 15, 2010**

16 **ARTICLE I – SUMMARY**

17 This Plan of Reorganization (the Plan) under Chapter 11 of Title 11 of the United
18 States Code (the Bankruptcy Code) proposes to pay the Creditors of GERALDINE KIRK-
19 HUGHES (the Debtor) from future income. This Plan provides for seven (7) classes of
20 secured claims, two (2) classes of priority claims and one (1) class of unsecured claims.
21 Unsecured creditors holding allowed claims will receive distributions which Debtor has valued
22 at approximately One Cent (\$.01) on the dollar. This Plan also provides for the payment in full
23 of Administrative and priority claims.

24 All Creditors should refer to Articles II through VI of this Plan for information regarding
25 the precise treatment of their Claims. A Disclosure Statement that provides more detailed
26 information regarding this Plan and the rights of Creditors has been circulated subsequent to
27 the distribution of the Plan. **Your rights may be affected. You should read these papers**
28 **carefully and discuss them with your attorney, if you have one. (If you do not have an**
attorney, you may wish to consult one.)

ARTICLE II – DEFINITIONS AND RULES OF CONSTRUCTION

The definitions and rules of construction set forth in Sections 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

2.01 "Administrative Claim" means a Claim:

- (a) that is entitled to allowance under Bankruptcy Code Section 503(b), or which is otherwise entitled to priority pursuant to Bankruptcy Code Section 507 (a)(1)(C); or
- (b) required to be paid under Bankruptcy Code § 365(b), in connection with curing of defaults of assumed Executory Contracts and Unexpired Leases.

2.02 “Allowed Claim” means a claim, other than an Administrative Expense Claim, against the Debtor or the Estate to the extent that:

(a) A Proof of Claim with respect thereto was:

(i) timely filed pursuant to any order of the Bankruptcy Court;

(ii) or deemed filed pursuant to Bankruptcy Code § 1111(a); or

(iii) late filed after hearing on notice to Debtor and all Creditors and parties

in interest and with leave of the Bankruptcy Court; and

(b) The Claim is not a Disputed Claim and no party in interest has filed an objection to such Claim in the Bankruptcy Case within the time prescribed by a Final Order of the Bankruptcy Court or within the time prescribed within this First Plan, or if an objection to such Claim has been filed:

(i) The Claim is allowed by a Final Order; or

(ii) The Claim is allowed under this First Plan

2.03 “Allowed Unsecured Claim” means an Unsecured Claim that is an Allowed Claim.

27 2.04 “Ballot” means the Ballot for accepting or rejecting this Plan in a form approved
28 by the Bankruptcy Court.

1 2.05 Ballot Date" means the last date determined by the Bankruptcy Court for the
2 casting of Ballots.

3 2.06 Confirmation Date" means the date the Confirmation Order is entered on the
4 Bankruptcy Court's docket.

5 2.07 Confirmation Order" means the order of the Bankruptcy Court confirming the
6 Plan pursuant to Bankruptcy Code § 1129, entered on the Bankruptcy Court's docket.

7 2.08 Debtor in Possession" means the property at issue is in the possession of the
8 Debtor, GERALDINE KIRK-HUGHES and has not been foreclosed upon.

9 2.09 Disclosure Statement" means the written Disclosure Statement for this Plan
10 that is approved by the Bankruptcy Court pursuant to Bankruptcy Code § 1125.

12 2.10 Effective Date" means the date that is 180 days after the date of the entry of
13 the Confirmation Order, provided that the Confirmation Order has not been vacated.

14 2.11 Estate" means the estate created in the Reorganization Case by Bankruptcy
15 Code § 541.

16 2.12 Final Order" means an order, judgment or other decree of the Bankruptcy
17 Court which has not been reversed, stayed, modified or amended and (i) as to which an
18 appeal or certiorari proceeding that has been or may be taken has been finally resolved, or (ii)
19 as to which the time for appeal or certiorari proceeding has expired and as to which no appeal
20 or petition for certiorari is pending.

21 2.13 Petition Date" means March 16, 2010, the date on which a petition for relief
22 under Chapter 11 of the Bankruptcy Code was filed commencing the Reorganization Case.

24 2.14 Plan" means this Plan of Reorganization in the form filed by the Debtor and
25 amendments of supplements made thereto in accordance with the Bankruptcy Code.

26 2.15 Priority Claim" means a claim entitled to priority pursuant to Bankruptcy Code §
27 507(a)(2)(7).

2.16 “Priority Tax Claim” means a claim entitled to priority pursuant to Bankruptcy Code § 507(a)(8).

2.17 "Reorganization Case" means the Debtor's case under Chapter 11 of the Bankruptcy Code which is currently pending before the Bankruptcy Court as Case No. BK-S-10-10004-BAM.

2.18 “Reorganized Debtor” means GERALDINE KIRK-HUGHES on and after the Confirmation Date.

2.19 “Secured Claim” means a claim secured by a lien to the extent of the value of the property of the Debtor or of the Estate securing such claim.

2.20 "Unsecured Claim" means any claim that is not a Secured Claim, a Priority Claim, an Administrative Claim, or an Allowed Equity Interest.

ARTICLE III -- CLASSIFICATION OF CLAIMS AND INTERESTS

3.01 Class 1. Every claim that is an Administrative Claim and entitled to priority payment under Section 503 or 507(a)(1) of the Bankruptcy Code which includes U.S. Trustee fee payments owing, if any, at the time of the Confirmation of this Plan. Claims by attorneys and other professionals are subject to approval by the Court as to their being reasonable.

3.02 Class 2. Every claim that is owing to the Clark County Division of
Taxation and entitled to priority payment under Section 507(a)(8).

3.03 Class 3. The Claim owing to Creditor BAC Home Loans Servicing, LP, secured by real property of the Debtor located at 5697 Aripa Road, Harrison, Idaho. Debtor has possession of this property. However, the title is vested in the name of Kirk-Hughes Development, LLC. This is allowed as a Secured Claim under section 506 of the Bankruptcy Code.

The Claim owing to Fortae Management, LLC, secured by the same real property of the Debtor located at 5697 Aripa Road, Harrison, Idaho. . This is allowed as a Secured Claim under section 506 of the Bankruptcy Code.

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2 3.04 Class 4. The Claim owing to Creditor BAC Home Loans Servicing, LP,
3 secured by real property of the Debtor in Possession located at 7400 Oak Grove, Las Vegas,
4 Nevada, and allowed as a Secured Claim under section 506 of the Bankruptcy Code.

5 3.05 Class 5. The Claim owing to Creditor CitibankNA secured by real property
6 of the Debtor in Possession located at 7400 Oak Grove, Las Vegas, Nevada, and allowed as a
7 Secured Claim under section 506 of the Bankruptcy Code.

8 3.06 Class 6. The Claim owing to Creditor Bank of Nevada/Sahara Mortgage
9 secured by real property of the Debtor in Possession located at 2551 S. Ft. Apache Road,
10 Las Vegas, Nevada, and allowed as a Secured Claim under section 506 of the Bankruptcy
11 Code. The Bank of Nevada is not technically a Creditor of the Debtor as the Debtor and Virgie
12 Vincent, President of Sahara Mortgage, are co-owners of the real property located at 2551 S.
13 Ft. Apache Road, Las Vegas, Nevada, 89117, with the Ms. Vincent being the sole obligor on
14 the Note associated with the Deed of Trust at issue herein. The payment of the Note has
15 been agreed upon between the Debtor and Ms. Vincent and said obligation is to be shared
16 equally.

17 3.07 Class 7. The Claim owing to Creditor Colson Loan Services secured by
18 real property of the Debtor in Possession located at 2551 S. Ft. Apache Road, #103, Las
19 Vegas, Nevada, and allowed as a Secured Claim under section 506 of the Bankruptcy Code.

20 3.08 Class 8. The Claim owing to BAC Home Loans Servicing, LP, secured by
21 real property of the Debtor in Possession located at 1820 LaVerne Circle, Las Vegas, Nevada,
22 and allowed as a Secured Claim under section 506 of the Bankruptcy Code.

23 3.09 Class 9. The Claim owing to Balinda Antonie secured by real property of
24 the Debtor in Possession located at 7400 Oak Grove, Las Vegas, Nevada, and allowed as a
25 Secured Claim under section 506 of the Bankruptcy Code.

26 3.10 Class 10. All unsecured claims allowed under § 502 of the Bankruptcy

1 Code.

2 ***ARTICLE IV -- TREATMENT OF ADMINISTRATIVE CLAIMS, U.S. TRUSTEES FEES
3 AND PRIORITY TAX CLAIMS***

4 4.01 Class 1, Administrative Expense Claims. Each holder of an Administrative
5 Claim allowed under § 503 or 507 of the Bankruptcy Code will be paid in full on the Effective
6 Date, in cash, or upon such other terms as may be agreed upon by the holder of the Claim
7 and the Debtor. All U.S. Trustee Fees required to be paid by 28 U.S.C. §1930(a)(6) will
8 accrue and be timely paid until the case is closed, dismissed, or converted to another chapter
9 of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be
10 paid on the Effective Date.

11 4.02 Class 2, Priority Tax Claims. Each holder of a Priority Tax Claim will be paid
12 through the Plan and all tax obligations incurring after the effective date of the Plain shall be
13 paid timely outside of the Plan. No interest is to be paid on these claims.

14 ***ARTICLE V -- TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN***

15 5.01 Class 3, Secured Claim. The sole impaired claim in this Class is the Claim of
16 BAC Home Loans Servicing, LP, which is a Deed of Trust on 5697 E. Aripa Road, Harrison,
17 Idaho, 83833. Debtor has a Loan Modification pending on this property. Once the
18 Modification is approved, the Debtor proposes to make payments pursuant to the terms of the
19 settlement Countrywide reached with the U.S. Attorney General's Office. These payments will
20 be made from Debtor's future income. Until the Loan Modification has been approved, the
21 Debtor will make the minimum monthly Contract payment of Eighteen Hundred Dollars
22 (\$1,800.00) plus the monthly taxes and insurance payment of Four Hundred Fifty Dollars
23 (\$450.00). Interest will be paid on this Class 3 Claim at the Contract rate. Additionally, there
24 is a payment due to the holder of the second mortgage, Fortae Management, LLC, in the
25 amount of Twenty-one Hundred Dollars (\$2,100.00) Alternatively, the Debtor is willing to sell
26 this property and will request permission of the Creditors in this Class to approve a Short Sale
27 of the property described herein.

1 5.02 Class 4, Secured Claim. The sole claim in this Class is the impaired Claim of
2 BAC Home Loans Servicing, LP, which is a Deed of Trust in first position on 7400 Oak Grove,
3 Las Vegas, Nevada, 89117, one of the residences of the Debtor. Debtor will pay the ten (10)
4 months of arrears through the Reorganization Plan and any of the Escrow deficiencies. All
5 post-petition payments will continue to be paid in a timely manner. Creditor filed a Proof of
6 Claim No. 7 which sets forth the pre-petition arrears at an incorrect amount and which is
7 inconsistent with the terms of the underlying Note and Deed of Trust securing said property.
8 Debtor has written to Creditor's Counsel in an effort to resolve this dispute. If the same is not
9 resolved timely, Debtor will file an Objection to Proof of Claim No. 7 with sixty (60) days of the
10 effective date of this Plan. Current obligations will continue beyond the life of the Plan with all
11 arrears and Escrow deficiencies cured during the Plan. Interest will be paid at the Contract
12 rate. The monthly contractual payment is Two Thousand Three Hundred Dollars and Ninety-
13 one Cents (\$2,300.91).

15 5.03 Class 5, Secured Claim. The sole claim in this Class is the impaired Claim of
16 CitibankNA, which is a Deed of Trust in second position on 7400 Oak Grove, Las Vegas,
17 Nevada, 89117, one of the residences of the Debtor. This loan is current and Debtor will
18 continue to make ongoing payments outside of this Plan from future income. The payment on
19 this second is in the amount of Eight Hundred Fifty Dollars (\$850.00). This payment will exist
20 beyond the life of this Reorganized Plan and interest will be paid at the Contract rate.

21 5.04 Class 6, Secured Claim. The sole claim in this Class is the unimpaired Claim of
22 Bank of Nevada/Sahara Mortgage. The Debtor purchased her interest in the property subject
23 to the encumbrance of record. Virgie Vincent is the Mortgagee on the Note secured by a
24 Deed of Trust in first position on 2551 S. Ft. Apache, #103, Las Vegas, Nevada, 89117. This
25 is the undivided office building of the Debtor's law practice and Ms. Vincent's Mortgage
26 Company. Debtor entered into a Stipulation and Order which brought all post-petition
27 payments current. The Debtor will then continue to make her monthly payments outside of
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1 this Plan from future income to the Bank of Nevada in the amount of Five Thousand Five
2 Hundred Twenty-three Dollars and Thirty-nine Cents (\$5,523.39). The pre-petition arrears of
3 approximately Ten Thousand Dollars (\$10,000.00) will be within this Plan in accordance with
4 the Stipulation and Order entered on the Docket on May 19, 2010, as Docket #56. This debt
5 will exist beyond the life of this Reorganized Plan.

6 5.05 Class 7, Secured Claim. The sole claim in this Class is the impaired Claim of
7 Colson Loan Services which is a Deed of Trust in second place on 2551 S. Ft. Apache Road,
8 #103, Las Vegas, Nevada, 89117. Both the first and second loans on this building are in the
9 name of Virgie Vincent of Sahara Mortgage with the building being the location of Debtor's law
10 practice and Ms. Vincent's Mortgage Company. The total monthly amount due on this
11 Mortgage is Four Thousand Three Hundred Eleven Dollars (\$4,311.00). The Debtor and Ms.
12 Vincent agree to equally share in the payment of both loans noted in Class 6 and in Class 7.
13 Since Debtor has agreed to make the payment to the Creditor noted in Class 6, Ms. Vincent
14 has agreed to pay this secured Creditor along with a monthly equalization payment to Debtor
15 in the amount of \$606.04.
16

17 5.06 Class 8, Secured Claim. The sole claim in this Class is the impaired Claim of
18 BAC Home Loans Servicing, LP, which is a Deed of Trust on 1820 LaVerne Circle, Las Vegas,
19 Nevada, 89108. The Debtor had received a conditional approval for a short sale on this
20 property subject to the approval of this Court, which occurred on September 24, 2010, Docket
21 #121. Unfortunately, the Order was received too late which forced the Debtor to start this
22 approval process all over again. With the approval of the short sale, the debt encumbering the
23 LaVerne property will be deemed satisfied and will affect the Plan in a positive way.
24

25 5.07 Class 9, Secured Claim. The sole claim in this Class is the impaired Claim of
26 Balinda Antonie based on a Promissory Note and Deed of Trust evidencing a Three Hundred
27 Thousand Dollar (\$300,000.00)-Debtor in Possession loan on 7400 Oak Grove, Las Vegas,
28 Nevada, 89117. This loan is in third position on the prime residence of the Debtor and will be

1 paid in accordance with the terms of the Promissory Note out of the future income of the
2 Reorganized Debtor.

3 5.08 Class 10, Unsecured Claims. This Class is comprised of unsecured claims
4 without priority. The claims, as allowed, will be paid on a pro rata basis from the future income
5 of the Debtor. No interest is to be paid on these claims.

6 ***ARTICLE VI -- ALLOWANCE AND DISALLOWANCE OF CLAIMS***

7 6.01 Disputed Claim. A disputed claim is a claim that has not been allowed or
8 disallowed by a final non-appealable Order, and as to which either: (i) a Proof of Claim has
9 been filed or deemed filed, and the Debtor or another party in interest has filed an Objection;
10 or (ii) no Proof of Claim has been filed, and the Debtor has scheduled such claim as disputed,
11 contingent, or unliquidated.

12 6.02 Delay of Distribution on a Disputed Claim. No distribution will be made on
13 account of a disputed claim unless such claim is allowed by a final non-appealable Order.

14 6.03 Settlement of Disputed Claims. The Debtor will have the power and authority
15 to settle and compromise a disputed claim with Court approval and compliance with Rule 9019
16 of the Federal Rules of Bankruptcy Procedure, *Settlements and/or Alternative Dispute*
17 *Resolution.*

18 ***ARTICLE VII -- PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIREDLEASES***

19 7.01 There is one Executory Contract in this Chapter 11 Bankruptcy Petition which
20 the Debtor will accept and affirm.

21 ***ARTICLE VIII -- MEANS FOR IMPLEMENTATION OF THE PLAN***

22 8.01 Operation and Management of the Reorganized Debtor. The Plan will be
23 executed by the Debtor through the direction of her Counsel. After the Confirmation Date, the
24 Reorganized Debtor shall maintain and keep all assets in good repair, order and condition,
25 shall maintain liability and casualty insurance, shall file all tax returns and reports required by
26 law or applicable regulations, shall not take or permit to be taken by others under her direct or
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1 indirect control any action that is inconsistent with the Plan or that would interfere with or
2 prevent implementation of the Plan. The Reorganized Debtor shall retain the service of such
3 professionals as it deems necessary to assist in the implementation of the Plan.

4 **ARTICLE IX -- GENERAL PROVISIONS**

5 9.01 Retention of Jurisdiction. The Bankruptcy Court shall retain jurisdiction to
6 implement and enforce the Confirmation Order and this Plan according to their terms,
7 including but not limited to:

8 (a) Allowance of compensation and other administrative expenses;

9 (b) Resolution of objection to claims;

10 (c) Resolution of all objections, conflicts, controversies or disputes arising out
11 of any sale of assets of the Estate and to provide for additional time for sale of any assets if
12 necessary;

13 (d) Correction of any defect, omission or inconsistency in the Plan or of the
14 Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

15 (e) Modification of the Plan in accordance with the provisions of Bankruptcy
16 Code § 1127;

17 (f) Resolution of all questions and disputes regarding title to property and
18 resolution of all causes of action, controversies, disputes or conflicts arising out of the Plan,
19 the Confirmation Order or any other Order issued with respect to the Plan, including, without
20 limitation, disputes arising out of the failure of the Reorganized Debtor, any Creditor or other
21 party in interest to perform obligations required under the Plan;

22 (g) Resolution of requests to close or reopen this case; and

23 (h) Assumption or rejection of Executory Contracts that are not discovered or
24 proved to be valid as against the Debtor prior to the Confirmation Date and allowance of
25 claims for damages as to rejection of such Executory Contracts.

26 9.02 Headings. The headings in this Plan are for convenience only and shall not

1 limit or otherwise effect the provisions of this Plan.

2 9.03 Severability. If any provision in this Plan is determined to be unenforceable,
3 the determination will in no way limit or affect the enforceability and operative effect of any
4 other provision of this Plan.

5 9.04 Binding Effect. The rights and obligations of any entity named or referred to in
6 this Plan will be binding upon, and will inure to, the benefit of the successors or assigns of
7 such entity.

9 9.05 Controlling Effect. Unless a rule of law or procedure is supplied by Federal law
10 (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of
11 Nevada govern this Plan and any agreements, documents and instruments executed in
12 connection with this Plan, except as otherwise provided in this Plan.

13 9.06 Notices. All Notices, payments and correspondence required or permitted by
14 the Plan, unless otherwise indicated, shall be either hand-delivered or mailed by first class
15 United States mail, postage prepaid, as follows:

16 (a) Debtor: GERALDINE KIRK-HUGHES
17 2551 S. Ft. Apache Road, #103
18 Las Vegas, Nevada
19 89117

(b) Debtor's Counsel: None

20 (c) Other Parties At the addresses set forth on the Mailing Matrix
21 maintained in this case by Clerk of the Bankruptcy Court.

23 Notices shall be deemed given when hand-delivered or when mailed, postage prepaid,
24 through the United States Postal Service. Any address may be changed by sending written
25 notice of such change to all persons to be charged with knowledge of such address change.

26 9.07 Reservation of Rights. The filing of the Plan, any statement or provision
27 contained in the Plan or any action by any party with respect to the Plan, shall not be
28 considered an admission against interest or a waiver of any rights, except as stated in the Plan

1 as finally confirmed. In the event the Plan is not confirmed, the Plan or any statement or
2 provision contained in the Plan may not be used or relied upon in any suit, action, controversy
3 or other proceeding.

4 9.08 Right to Withhold Confirmation Order or Not to Proceed. If there are any
5 impediments or delays in confirming the Plan, the Debtor reserves the rights to withhold the
6 Order confirming the Plan or proceed under the Plan until such time as the Plan has been
7 confirmed by the Court and the Effective Date under the Plan has passed.

9 9.09 Amount of Claims. All references to claims and the amounts of claims refer to
10 the amount of the Allowed Claim. Creditors holding claims which have been objected to and
11 which are not Allowed Claims prior to the Ballot Date shall not be entitled to vote on the Plan
12 unless, upon request of the Creditor, the Bankruptcy Court estimates such Claim for voting
13 purposes prior to the Ballot Date.

14 9.10 Time. In computing any period of time described or allowed by this Plan, the
15 day of the act, event or default from which the designated period of time begins to run shall not
16 be included. The last day of the period so computed shall be included, unless it is not a
17 Business Day, in which event, the period runs until the end of the next day which is a Business
18 Day. When the period of time prescribed or allowed is less than eight (8) days, intermediate
19 days that are not Business Days shall be excluded from the computation.

20 9.11 Confirmation by Cramdown. The Debtor may, at any time before the
21 conclusion of the Hearing of Confirmation, verbally move the Bankruptcy Court to confirm the
22 Plan as a "Cramdown" Plan as against a non-consenting Class or Classes of claims pursuant
23 to Bankruptcy Code § 1129(b). Any Class that does not vote to confirm this Plan is deemed to
24 have rejected the Plan.
25

ARTICLE X - DISCHARGE

27 10.01 Discharge. On the Confirmation Date of this Plan, the Debtor will be
28 discharged from any debt that arose before confirmation of this Plan, subject to the occurrence

1 of the Effective Date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the
2 Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in §
3 1141(d)(6)(A) if a timely Complaint was filed in accordance with Rule 4007(c) of the Federal
4 Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

5 DATED this 15th day of November, 2010.
6
7 Respectfully submitted,
8
9 /s/ *Geraldine Kirk-Hughes*

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